

Questions Submitted
W911RX-07-B-0002
as of: June 21, 2007

1. **Question**— In general it is our interpretation is that the only items that receive paint are the “previously painted surfaces” is this correct paragraph 3.6.4.5 “existing coated surfaces to be painted”? (Example: There are several hangar doors that have a factory finish coating that we are assuming that do not get painted. Also, there are several buildings that have a bronzed looking pre-finished roof that extends down onto the walls that we interpret do not get painted for example the 800 building area). Refer to section 09 91 13 Exterior Painting paragraph 3.7.1.2.6.
Response— Reference Section 09 91 13, Paragraphs 3.6.4.5 and 3.7.1.2.6. Hanger doors on aircraft maintenance hangers 723, 727, 817, 833, and 853 are to be painted. All buildings, such as the 800 series building area at Marshall Airfield, where the factory pre-finished metal roof panels turn down and become fascia panels are not to be painted. Paragraph 3.7.5.5 is revised to read: **Overhead Coiling and Sectional Doors and Aircraft Hangar Doors:** Metal overhead coiling, metal and wood sectional overhead doors, metal aircraft hangar doors, and door replacement components even though they may be factory-prefinished shall be painted on the exterior side.
2. **Question**— Paragraph 3.7.5.5 “Overhead coiling and sectional doors”, this paragraph describes painting factory pre-finished only in the situation where new components are being installed. There are several hundred existing pre-finished overhead doors that we interpret will not get painted is that correct?
Response— Reference Section 09 91 13, Paragraph 3.7.5.5. No. All metal overhead coiling, metal and wood sectional overhead doors, and door replacement components even though they may be factory-prefinished shall be painted on the exterior side of doors only. Also refer to revised Paragraph 3.7.5.5 above.
3. **Question**— Paragraph 3.7.5.4 Storm Windows. Are we to assume that the contractor is to remove all storm windows on all buildings; paint existing previously painted surfaces of windows and reinstall the existing storm windows? If yes, will the contractor be allowed to store the storm windows around the building until the painted window is dry until they are reinstalled? We understand that we are to paint previously painted wood storm windows on both sides. What about the unpainted aluminum storm windows? Do these also get removed, paint what is behind them and then reinstall the aluminum storm windows?
Response— Reference Section 09 91 13, Paragraph 3.7.5.4. Yes. All storm windows (aluminum and wood, painted and unpainted) are to be removed, the prime window exterior surfaces painted, and the storm windows reinstalled. Storm windows which have been removed may stored at the building while the prime windows surfaces are painted provided it is done in a professional manner and the storm windows are protected from physical damage such as stacked horizontally on a wood pallet or resting vertically in a storage rack or work trailer. Leaning the storm windows against a building, a tree, or a fence is unacceptable. Unpainted aluminum storm windows are to be removed and reinstalled in order to paint the prime window surfaces. Unpainted aluminum storm windows do not get painted.
4. **Question**— Paragraph 3.7.11 “Security Bars Covering Windows” shall be removed and disposed of unless otherwise directed by COR. How is the contractor going to estimate which buildings will we be cutting off security bars and disposing? There is a lot of cost and time involved when using a cutting torch to remove the security bars and to replace versus disposing of these bars, please clarify.
Response— Reference Section 09 91 13, Paragraph 3.7.11. Few, if any, security bars are likely to be removed. None will be removed and replaced. Paragraph 3.7.11 is revised to read: **Security Bars Covering Windows:** Security bars and window surfaces behind the bars shall be repainted the chosen colors. Do not remove any security bars unless directed by the COR. Security bars shall be removed and disposed of in the quantities indicated on delivery orders. When security bar removal is directed, security bar attachments shall be cut off flush with exterior building surfaces and the remaining imbedded attachments primed and painted.
5. **Question**— Nowhere in the specifications do we read that spraying is not allowed. Some of the surfaces will need to be sprayed, will that be approved by contracting?

In general, there were two or three open shed buildings (i.e. building 312). Does the underneath side of the roof and the interior of the open shed get painted?

Response— Section 09 91 13, Paragraph 3.7.1. No spray painting is allowed. Painting of open storage facilities and overhead protection canopies includes all structural steel columns, beams, cross bracing, tie rods, and purlins, steel siding, and gutters and downspouts. The top and underneath sides of roof decks are not included.

6. **Question**— Will the contractor be reimbursed under the additional reimbursement line item number 0003 for lead abatement? Because, we do not know which buildings have lead or how much lead may be present. So we interpret that this will be reimbursed under this line item, is that correct?

Response— Reference Section 02 83 13, Paragraph 3.1 and Section 09 91 13, Paragraph 3.3.2. No to both questions. The contractor is not expected to perform “lead abatement”; the contractor will only perform “lead hazard control” as part of routine building surface preparation for painting and replacement of deteriorated building components and materials. Painted surfaces on buildings constructed prior to 1978 should be assumed to contain lead unless testing proves otherwise. Technical Exhibit 2, Facilities Descriptions, shows the year each facility was constructed.

7. **Question**— Page 36 of the solicitation refers to Fort Riley's Environmental Management Plan for disposal of all waste. Can you please send us a soft copy of that plan or post it to the solicitation package?

Response— Any contractor desiring a copy of the Fort Riley Environmental Management Plan may contact the Fort Riley Environmental Compliance Branch at 785-239-2734.

8. **Question**— The specification document infers that base structures may contain asbestos. What buildings have been identified as containing asbestos? Has asbestos been found on doorframes, window sills, window frames, or ever used in exterior painting on the base structures?

Response—Reference Section 02 82 13, Paragraph 3.1, and Section 09 91 13, Paragraph 3.3.1. Building construction products such as glazing compound, sealant, and waterproofing used on buildings constructed prior to 1982 should be assumed to contain asbestos unless testing proves otherwise. Technical Exhibit 2, Facilities Descriptions, shows the year each facility was constructed. There is no record of asbestos being found on doorframes, window sills, window frames, or exterior coatings on the base structures?

9. **Question**— The appearance of the historic structures would be greatly enhanced through pressure washing the stone when prep work is applied to the wooden areas for painting. However the pressure washing appears to be isolated to those areas needing paint. Can a separate line item be provided for pressure washing the entire structure, or is that not to be included in the scope of work?

Response—Pressure washing entire ashlar masonry structures was not a priority in this solicitation. It could be ordered using the reimbursable line item if it were desired by the Government.

10. **Question**— Unless otherwise specified, water is used in pressure washing during preparation. However, chemical application is required on some contracts to enhance the preparation steps. Does the base engineers or facilities managers have a preference or requirement on chemical solutions applied during pressure washing and prep?

Response—Reference Section 09 91 13, Paragraphs 1.5 and 3.5 thru 3.5.9.2.3. Fort Riley Public Works has no preference or requirements for a particular type or manufacturer's cleaning chemical. Contractors may use any cleaning chemical they choose providing it complies with federal and state environmental and personal protection laws and regulations and produces the specified surface preparation results.

11. **Question** – Please clarify line item 0004, 1004, 2004 and 3004 for bonding, how a contractor is to price these items. Bonding costs are figure as a percentage on the dollar amount of work that is issued by the government. A contractor would be guessing a dollar amount for each year, based on what the government might issue in work. If we guess too low and the government issues more work we will only be reimbursed for the lower amount between the actual bond or the line item. Please clarify, would a percentage figure for these line item be more accurate rather than a flat dollar amount?

Response – No, a percentage amount cannot be bid. A price for payment/performance bonds is required for the base year as well as each of the option years. How each of those line items is priced is the

responsibility of the bidder in consultation (if needed) with its surety partner. The solicitation calls for, and standard methodology requires, a dollar amount to ensure all bids are evaluated under the same parameters.

12. **Question** – We are seeking clarification on the bonding requirements for the Exterior Painting RFP Package. Pages 42-44 of the Solicitation reference a \$1M bond (or 20% of the overall bid price -- whichever is less). The Specification section also references performance bonds.

We plan to meet the \$1M bond/letter of credit requirements, but would like to know how long Fort Riley will retain the bond.

Will Fort Riley keep the bond for the time of evaluation and refund the bond upon award?
Will Fort Riley hold the bond for the entire term of the contract?

We would expect that the bid bond requirement would be for the time of evaluation. Upon award (and rejection), which would be approximately 30 days from bid closure, all bid bonds referenced in the solicitation would be returned and the awarded contractor would be required to produce performance bonds thereafter to cover any firm delivery orders.

The concern of the timeline of bid retention is the time of taking Paint Professionals' bonding power out of circulation. Acquiring a bid bond is usually based on firm delivery orders. Tying up \$1M in bonding power of the contractor is not likely the literal requirement for consideration, but we want to make sure our interpretation is correct.

A final concern is the FAR wording in the solicitation that a proposal "may be rejected" if sufficient bonding requirements are not met. The concern here is that the wording is not absolute. By stating the contractor "may be rejected" indicates a bid bond may not be necessary. We would expect on a sizeable solicitation as this that a bid bond would be an absolute requirement and we are pricing our proposal accordingly.

Response – The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted. See FAR clause 52.228-1 as included in the solicitation. The inclusion of a bid bond is a requirement; the rejection of the bid for failure to provide an effective bid bond is within the discretion of the contracting officer. Ergo, the action power regarding improper bid bonds lies with the contracting officer, not with the bidder.